

*Baltimore Refuse Energy Systems Company and Northeast Maryland Waste Disposal Authority v. Baltimore Gas and Electric Company*, Case No.: 24-C-01-000234, 2003 MDBT 6 (Circuit Court for Baltimore City)(May 8, 2002)(per Albert J. Matricciani, Jr.)

Plaintiff and defendant asserted claims for declaratory relief and breach of contract. Defendant BGE moved for summary judgment in Counts I and III of the complaint, arguing that (1) the terms of the contract were clear and unambiguous, entitling it to summary judgment as to Count I; and (2) that BGE's appointment of another entity (Constellation Power Source) as an agent was an assignment in violation of the contract, entitling it to summary judgment as to Count III. BGE argued, in response, that merely an agency agreement was created.

**Held:** Partial summary judgment denied on Counts I and III.

**Synopsis:** The operative contract, as modified by the parties in 1988, was ambiguous. The Court ruled that it would permit the parties to introduce parol evidence at trial to assist the court in gleaning the intention of the parties at the time the agreement was modified in 1988.

The Court denied summary judgment as to Count III. There was more than one inference to be drawn from the evidence and the court was unable to conclude as a matter of law that the agreement between BGE and Constellation was an agency relationship or assignment.